IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.418 OF 2005
IN
SUMMARY SUIT NO.1226 OF 2005

Rajkumar Bhansali ....Plaintiff
V/s.
Prakash B. Purohit ....Defendant

Mr.Sanjay Jain i/b Legal Juris for the Plaintiff.
None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 22ND NOVEMBER, 2005.

P.C. :

1. The suit is filed to recover the price of the goods sold and delivered by the Plaintiff to the Defendant on the terms and conditions contained in the suit invoice. Part payments have been made for which credit has been given. The Defendant's cheques towards major part of the balance amounts have been dishonoured. The Plaintiff's advocate notice demanding payment were not claimed.

2. The Defendant in affidavit in reply stated that no goods were in fact sold and delivered. The defence is ex-facie false. There is no valid explanation as to why the part payments had been made.

Nor is there any explanation as to why other cheques were issued.

3. These defences have been raised for the first time. The Bank’s memo in fact indicates that the cheques were dishonoured due to insufficient funds and not pursuant to stop payment instructions. Thus there is no defence.

4. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed with costs.

. Refund as per rules.